

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 26 TO LEASE NO. GS-11P-LDC01934
ADDRESS OF PREMISES: 500 12 TH STREET, SW WASHINGTON, DC 20024	PDN Number: N/A

THIS AMENDMENT is made and entered into between: **POTOMAC CENTER NORTH, INC.**

whose address is: POTOMAC CENTER NORTH, INC.
 c/o Jones Lang LaSalle
 1801 K Street NW Suite 1000
 Washington, DC 20006

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to incorporate the following modifications to the existing Lease terms.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended to reflect a five-year extension, effective **January 17, 2022**, as follows:

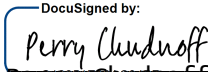
A. PREMISES:

The Government leases approximately 403,847 BOMA rentable square feet (RSF) equivalent to 367,983 ANSI/BOMA office area square feet (ABOA SF) of office and related space and consisting of 41,176 RSF (38,230 ABOA SF) located on the entire 1st floor, 44,114 RSF (39,994 ABOA SF) located on the entire 2nd floor, 45,973 RSF (41,820 ABOA SF) located on each of the entire 3rd and 4th floors, 45,917 RSF (41,765 ABOA SF) located on each of the entire 5th, 6th and 7th floors, 45,653 RSF (41,521 ABOA SF) located on the entire 8th floor, and 43,207 RSF (39,303 ABOA SF) located on a portion of the 9th floor, in the building known as Potomac Center North, located at 500 12th Street, S.W., Washington, DC, 20024.

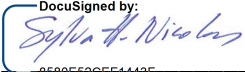
This Lease Amendment contains 6 pages.

All other terms and conditions of the lease shall remain in force and effect.
 IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: 
 Name: Perry Chudnoff
 Title: Vice President and Assistant Secretary
 Entity Name: POTOMAC CENTER NORTH, INC
 Date: 3/7/2022

FOR THE GOVERNMENT:

Signature: 
 Name: Sylva H. Nicolas
 Title: Lease Contracting Officer
 GSA, Public Buildings Service
 Date: 3/8/2022

WITNESSED FOR THE LESSOR BY:

Signature: _____
 Name: _____
 Title: _____
 Date: _____

B. TERM:

The Lease extension term shall be for five (5) years firm, beginning January 17, 2022 through January 16, 2027. The Government shall have no termination or cancellation rights during this extension term.

C. ANNUAL RENT:

Effective as of January 17, 2022, the Government shall pay the Lessor the annual rent of **\$19,384,656.00** (\$48.00 per RSF or approximately \$52.68 per ABOA SF) payable at the rate of \$1,615,388.00 per month in arrears. Rent for a lesser period shall be prorated. This annual rent does not include any Building Security Amortized Capital (BSAC) or Tenant Improvement Allowance (TIA). No new TIA or BSAC shall be required during the extended Lease term.

D. OPERATING COSTS:

The annual rent shall continue to be subject to Consumer Price Index (CPI) adjustments for Operating Costs throughout the extended Lease term, in accordance with the provisions of the Lease. During this extension term, the first operating cost adjustment shall be due effective on January 17, 2022 using as a new base the 2021 CPI adjusted operating costs amount of (b) (4) by comparing the index for December 2021 to the index for December 2020. In accordance with Section 3.6. of SFO 06-011, subsequent CPI adjustments shall be processed in the same manner using a new operating costs base, the CPI adjusted amount from the previous year, and comparing the index of December of the year prior to the effective date, to that of one year earlier.

E. REAL ESTATE TAXES:

The Government's percentage of occupancy within the subject building for the purpose of calculating future Tax Adjustments as provided by the Lease shall remain unchanged at 81.22% and the total building square footage is determined to be 497,196 RSF. The base year for real estate taxes included in the annual rent shall remain unchanged in the amount of \$3,257,147.75 [81.22% x \$4,010,277.95 for the entire building] covering the period from January 17, 2008 through January 16, 2009.



F. NO GOVERNMENT BROKER REPRESENTATION:

The Government represents and warrants that, for this Lease extension, the Government has not engaged in any brokerage activities, thus the Lessor is not required to pay any Government broker commission in connection with this extension LA Number 26.

G. ACCEPTANCE OF EXISTING CONDITIONS:

The Government agrees to accept the Leased Premises and the Building Shell "as existing", and Lessor represents that such items are in good repair and provide a tenantable condition in accordance with the standards set forth in the Lease. The intent of this qualification is to recognize that the Government finds such items or conditions to be at least minimally acceptable with regard to the Government's occupancy of the Leased Premises. The acceptance of the Leased Premises "as existing" does not relieve the Lessor of the obligation in the Lease to maintain, repair, and replace the building shell and fire and life safety items in compliance with the standards set forth in the Lease.

This document will not constitute a payment until the date of execution by the Government. As a result, no payment whatsoever are due under this agreement until (30) days after the date of execution. Any amount due there under will not accrue interest until that time.

INITIALS:  & 
LESSOR GOV'T


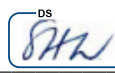
H. GENERAL CLAUSES:

FAR Clause 52.204-25, titled "Prohibition on Contracting for Certain Telecommunications and Video Surveillance Service or Equipment (AUG 2020) – Attachment #2" and attached to this LA, shall be added to the General Clauses (GSA Form 3517B) of the Lease.

Attachment #2: FAR Clause 52.204-25 (3 Pages)

All other terms and conditions of the lease shall remain in force and effect. In the event of a conflict between this Lease Amendment and any other documents that comprise the Lease, this Lease Amendment shall govern.

This document will not constitute a payment until the date of execution by the Government. As a result, no payment whatsoever are due under this agreement until (30) days after the date of execution. Any amount due there under will not accrue interest until that time.

INITIALS:  & 
LESSOR GOV'T

TO LA #26 GS-11P-LDC01934

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020)

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-
 - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
 - (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

LESSOR:  GOVERNMENT: 

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

LESSOR:  GOVERNMENT: 

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

LESSOR:  GOVERNMENT: 